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ABSTRACT

Presented in this document is the agreement between the Board of Junior College District No. 532 County of Lake and State of Illinois and the College of Lake County Local United Professions Association for the period from 1972-73. Covered in the articles of agreement are sections on negotiation procedures, leaves of absence, school calendar, use of school facilities, tenure, salary schedule, and teaching benefits. (PG)

College of Lake County
Illinois
NEA
2 yr.

ED 087330

1972-73 AGREEMENT

BETWEEN

BOARD OF JUNIOR COLLEGE DISTRICT NO. 532

COUNTY OF LAKE AND STATE OF ILLINOIS

AND

COLLEGE OF LAKE COUNTY

LOCAL UNITED PROFESSIONS ASSOCIATION

HE 005 133

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ARTICLE I

PARTIES TO THE AGREEMENT

A. This agreement is by and between the Board of Trustees of the College of Lake County (hereinafter referred to as the "Board") and the College of Lake County Local Faculty United Professions Association (hereinafter referred to as the "Association").

ARTICLE I I

RECOGNITION

A. The Board hereby recognizes the Association as the sole negotiating representative for all full-time members of the teaching faculty of the College of Lake County, including guidance counselors and learning resource center personnel. As used herein, "faculty" shall not include the President, deans, business manager, members of the central administrative staff, division chairmen or directors (except the Director of Athletics).

B. The Board agrees not to negotiate with any other faculty organization for the duration of this agreement over matters defined as negotiable herein.

C. The term "faculty" or "faculty member" when used hereinafter in this agreement shall refer to those persons who are in the unit as defined in Section A. of this article.

D. The Board agrees not to negotiate with any faculty member individually during the duration of this agreement on matters covered by this Agreement.

ARTICLE III

NEGOTIATION PROCEDURES

A. Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counterproposals in the course of negotiations, and to reach tentative agreements which shall be presented respectively to the Board and Association for ratification.

B. Negotiations shall begin on such date as shall be mutually agreed upon between the parties, and in the absence of such agreement, no later than April 1st.

C. The parties agree that they will bargain in good faith--that is, they will deal with each other openly and fairly and endeavor sincerely in the negotiation process to overcome obstacles to agreement.

D. Each party may utilize consultants or advisors as it deems appropriate, provided only that no member of the Board negotiating team will be a member of the faculty, and that no member of the faculty negotiating team shall be an employee of the College who is not a member of the faculty.

E. When a tentative agreement is reached in all matters, it shall be promptly submitted to the Association and to the Board of Trustees for ratification.

F. The Board and the Association agree that the following subjects shall be considered proper items for negotiations.

1. Salaries
2. Related economic conditions of employment (fringe benefits)
3. Impasse and negotiation procedure
4. Grievance procedure
5. Leaves
6. The following working conditions. *
   a. tenure and tenure procedures
   b. outside commitments
   c. tutoring
   d. release time
   e. use of school facilities
   f. school calendar
   g. in-district travel reimbursement
   h. out-of-district travel policy
   i. credit field trips
   j. procedures for approval of travel expenses
   k. payroll
   l. court appearance
   m. office hours
   n. termination of service procedures
   o. College Commissions

* July 5, 1972

ARTICLE I V

IMPASSE PROCEDURE

A. An impasse occurs after both parties have considered the proposals, counter-proposals of the other party in good faith and when, in spite of such diligent efforts, no agreement can be reached on any of the subjects being negotiated.

B. If an impasse occurs, either party may request mediation, and the other party shall join in such request. If the parties cannot agree on the mediator to be selected within 10 days of the request, the parties shall request the American Arbitration Association (AAA) to provide a list of qualified mediators from which a selection shall be made.

C. The mediator shall not make known any recommendations or make public comment with respect to such mediation without the written consent of both parties.

D. The cost of the mediator's services shall be shared equally by the parties.

E. If agreement cannot be reached through deliberations with a mediator, the parties may agree to other third party efforts to resolve the issue, including the use of a fact-finder. The Board

ARTICLE IV. IMPASSE PROCEDURE (Cont'd)

will not unilaterally discontinue negotiations and establish a policy in reference to any issue which is at impasse in the negotiations procedure except as they may be legally required to act or where a failure to act could have serious repercussions upon the programs or objectives of the College.

ARTICLE V

MATERNITY LEAVE

A. The Board shall grant maternity leave to tenured faculty members for a maximum of one (1) full school year and the balance of the school year in which the leave commences. The Board may grant maternity leave to non-tenured faculty but the granting of any such leave shall in no instance constitute a precedent for any subsequent application.

B. A pregnant faculty member shall apply to the President or his designee, in writing, for such leave within a reasonable time after pregnancy has been ascertained. She shall submit a statement from a physician indicating the approximate date of delivery.

C. The President, or his designee, and the faculty member shall determine a mutually agreeable plan for maternity leave including the date of commencement of such leave and the date of return to employment. Agreement on such plan shall be a condition of any maternity leave. This plan shall be submitted to the Board for approval.

D. Written notification of intent to return from leave shall be submitted in writing to the President no later than March 1 preceeding the opening of the School term in which reinstatement

is sought. Failure to make such written request for reinstatement shall be treated as a resignation.

E. Maternity leave shall be without pay and without any other benefits which may accrue to any other faculty member. The period of leave shall not constitute experience which qualifies for recognition on the salary schedule, provided only that any faculty member granted maternity leave who has completed six (6) months or more of the school term prior to her leave shall be deemed to have completed a full year for purposes of any applicable salary schedule.

F. Maternity leave may likewise be granted to a tenure faculty member who shall adopt a child. Application for such leave shall be made at the time initial application for adoption is made. The leave shall begin on a date to be mutually selected by the President or his designee and the faculty member, or in the absence of such agreement, on the day on which the child is delivered to the faculty member.

ARTICLE VI

SPECIAL EMERGENCY LEAVE

A. The President or his designee may authorize a leave of absence with pay to permit a faculty member to cope with emergencies such as unforseeable illness or injury to members of his family, to attend the funeral of close relatives, or for other reasons which require his participation which cannot be processed during times when the faculty member is assigned to classes or other duties. Such leave shall be noncumulative and shall not exceed an annual total of six (6) days and shall be chargeable against health leave.

ARTICLE V I I

HEALTH AND INJURY LEAVES

A. Each faculty member shall be entitled to twenty (20) days of health and injury leave for his first full school year and fifteen (15) days per year for each year thereafter. Unused days shall accrue to a maximum of one hundred twenty (120) school days. Such accrued leave shall not be compensable in any form upon termination of employment.

B. Full-time staff members assigned to summer duties shall be entitled to two (2) days of health and injury leave. This leave shall be non-cumulative.

C. Health and injury leave is intended for those times when the faculty member is too ill or is prevented by injuries from meeting his contractual obligations.

D. A faculty member's cumulative unused sick days shall be indicated on the last salary installment of the fiscal year.

ARTICLE VIII

MEDICAL EXAMINATION

A. As a condition of continuing employment, each faculty member shall submit, every three years, (a) evidence of freedom from active tuberculosis, and (b) a medical examination.

B. The cost of any required medical examination not to exceed $25.00 shall be paid by the Board. Any amounts in excess of $25.00 shall be paid by the employee, except that if the College shall prescribe the physician to be consulted, it shall pay the entire fee. This section shall not be construed to apply to the examination required of a new employee.

ARTICLE IX

LEAVES OF ABSENCE WITHOUT PAY

A. A tenured faculty member may be granted up to one year's leave without pay for advanced study, an exchange teaching assignment, travel, governmental service, or any other professional experience which is related to his field of teaching or employment, or which will improve his professional competence as a college faculty member. Leave requests must be in writing, submitted through the appropriate dean to the President of the college and approved by the Board. Benefits and right accrued to a faculty member prior to the effective date of the leave shall be granted to him upon his return. A faculty member returning from leave shall have the right to return to the same teaching discipline(s) he left. Failure to return to employment upon termination of leave shall constitute termination of employment. Notice of intention to return shall be given by March 15 of the year in which he plans to return, or if the leave was for less than a year, by such date as shall be established by his division chairman and the President.

B. A tenured faculty member who enters the military service of the United States may be granted leave on an annual basis, renewable

upon request up to four years. Notice of intention to return shall be given as provided in the preceding paragraph.

C. The Board may also grant leaves of absence without pay for medical or other reasons. Such leaves will not exceed one year in length. Benefits and rights accrued to the faculty member prior to the effective date of the leave shall be granted to him upon his return. Failure to return to employment upon termination of leave shall constitute termination of employment.

D. Failure to give notice of intention to return or failure to return upon termination of leave shall be treated as the submission of a resignation. Except as may be specifically otherwise agreed upon by the faculty member and the Board at its option, the period of time during which any faculty member is on leave shall not constitute experience which qualified the faculty member for advancement on any salary schedule.

ARTICLE X

SABBATICAL LEAVES

A. ELIGIBILITY - Application for sabbatical leave may be made by any faculty member who has been employed by the College in a full-time professional capacity for a minimum of six (6) contractual academic years.

B. LEAVE PLANS - An eligible employee shall have the option of requesting either of the following plans of sabbatical leaves:

1. One full academic year of two semesters at one-half of the individual's contract salary for the full year.

2. One academic semester on full salary for the academic semester.

C. GOVERNING PRINCIPLES

1. Purposes for which leave may be granted include advanced study of both a formal and informal nature, travel related to the individual's assignment at the College, professional writing, research or similar purposes.

2. Sabbatical leaves are granted for the purposes of improving the professional competence of the faculty member and enhancing his contribution to the College of Lake County. Sabbatical leaves are not intended to provide opportunities for financial gaines. Therefore applications for sabbatical leave shall include a description of any salaries, grants or fellowships expected to be received during the leave

period. Following conclusion of the leave, the faculty members shall file a report with the President or his designee of all salaries, grants or fellowships actually received during the leave period.

3. Individuals on sabbatical leave will receive all rights and privileges of professional faculty and staff. These include retirement contributions, insurance, hospitalization and salary increments on the College professional salary schedule. Subject to paragraph B, above, the salary shall be computed as though the individual was performing his usual duties at the College.

4. An individual granted sabbatical leave must agree to return to the College for at least two full academic years following the termination of such leave.

D. APPLICATION - Eligible applicants shall make formal application in writing to the President not later than April 15 for sabbatical beginning in September or not later than October 1 for sabbatical beginning the second semester. Each application shall include:

1. The leave plan desired.

2. The academic period for which the leave is desired.

3. Specific purpose for which the leave is desired.

4. Any special arrangements necessary or occasioned by the nature of the leave plan desired, and

5. Salaries, grants, and other payments anticipated during the period of the leave.

Request for sabbatical leave shall be reviewed by a sabbatical leave committee, consisting of three (3) members of the faculty to be appointed by the Association President and three (3) members of the administrative staff, appointed by the President, for determination of eligibility and recommendation. The following criteria should be considered by the committee in making recommendations for assignments of sabbatical leave:

1. Benefit to the College.
2. Merit of reasons for desiring leave.
3. Priority of application.
4. Previous leaves, if any.
5. Years of teaching experience.
6. Reasonable distribution of applicants within the College.

E. APPROVAL - Recommendations for sabbatical leave shall be submitted by the President to the Board of Trustees for approval. The approval of any leave may be conditioned in any manner as the Board may deem appropriate.

Sabbatical leave shall be processed by formal contract. Such agreement shall include a promise that an employee granted the leave who shall not return to the College for at least two (2) years shall repay the salary received from the College during the leave period.

ARTICLE X I

SCHOOL CALENDAR

A. The school calendar in terms of weeks of instruction is controlled by the Illinois Junior College Board. Recognizing that the arrangements of the calendar in terms of beginning and ending dates, vacation, etc., are of concern to the faculty, the proposed calendar shall be presented to the Association for reaction and recommendation prior to adoption by the Board of Trustees.

ARTICLE XII

OUTSIDE COMMITMENTS

Employment by the College must be regarded as a full-time profession which demands the full interest and energies of a faculty member; therefore, any outside commitment must not interfere with the performance of the regular duties of the employee or adversely affect his proficiency. Any outside commitment which would conflict with an employee's contractual obligations to the college shall be avoided. Within this limitation, faculty members are encouraged to participate in community service and related activities.

ARTICLE XIII

TUTORING

Faculty members may accept no remuneration, directly or indirectly, for tutoring or supplying equipment to members of their own classes beyond contractual arrangements. No tutoring, for which an instructor receives a fee, shall be permitted on the campus of the College of Lake County, nor will any of its facilities or equipment be used for such purpose. Faculty members shall not solicit any business from any of their students or in any manner use their position for personal financial enrichment.

ARTICLE XIV

USE OF SCHOOL FACILITIES

A. BUILDINGS - The Faculty Council in the performance of its obligations, under this agreement or the policies of the Board, shall have the right to use school buildings for meetings without cost. The President shall be notified in advance of the time and place of all such meetings. If a conflict arises in priority of use for a particular facility, the College President and President of the CLCFC shall arrange for a meeting place that is mutually satisfactory and does not interfere with regularly scheduled class activities.

B. EQUIPMENT - The Faculty Council, under this agreement or the policies of the Board, shall have access at reasonable times to school facilities and equipment on campus without cost, including typewriters, mimeographing machines, and other duplicating equipment, calculating machines, audio-visual equipment and consummables. Use of equipment and consummables shall be subject to the approval of the Dean of Business Services.

C. POSTING OR DISTRIBUTION OF MATERIALS - The Faculty Council shall have the right to place notices, circulars, and other material on bulletin boards designated for teacher use and in teachers' mailboxes. A copy of any item placed in faculty mailboxes shall be concurrently furnished the Dean of Instruction.

Neither the administration nor the board shall assume responsibility for the posting or distribution of materials for the Faculty Council.

ARTICLE XV

TENURE

Faculty members who have been employed full-time by the Board for three (3) academic years shall be eligible for tenure status, such to be conferred by the Board prior to April 1 of the calendar year in which tenure is to commence. Failure of the Board to confer such tenure status shall constitute termination of employment, provided that the Board may extend the initial probationary status for one (1) additional year. The granting of tenure shall be for a period of three (3) academic years, and may be renewed for successive three year periods, except that the tenure status shall terminate at the end of the academic year in which the faculty member reaches the age of sixty-five (65).

Faculty members with tenure may be removed only for cause. In all cases where the conduct or performance of a tenured faculty member has been such that, if continued, it could lead to a formal dismissal proceeding against him, the initial action shall be an informal hearing between: a) the faculty member in question; b) the President of the college; c) the Dean of Instruction or other appropriate administrative officer; and d) the appropriate division chairman, the purpose of which is to advise the faculty member that continuation of his present conduct or performance could lead to dismissal, and to attempt to remedy the situation short of a formal dismissal proceeding.

In the event that no informal remedies can be obtained, if the conduct or performance of the faculty member is deemed sufficiently serious, a formal dismissal proceeding shall be brought against him. In all such

instances the faculty member shall be given a written bill of particulars. The faculty member may request a hearing by petitioning for same in writing to the President within ten (10) calendar days after the receipt of the bill of particulars. Upon such request the Board shall schedule and hold a hearing within fifteen (15) days. The bill of particulars shall be heard by the Board or any member or members thereof designated by the Board or by a hearing officer, who is not a member of the administrative staff, appointed by the Board. The faculty member may be represented by counsel at the hearing, and he shall have the right to summon witnesses and present other testimony in his own behalf. The hearing shall be closed at the option of either the faculty member or the Board. The parties shall not be bound by the legal rules of evidence. A written verbatim transcript of the proceedings shall be kept and circulated to all members of the Board. The decision and action of the Board shall be by majority vote and shall be final. The faculty member may be suspended pending determination of the charges by the Board.

The Board may prescribe, if any of the charges are sustained, that the faculty member be reprimanded, suffer a loss of pay during a period of suspension which it shall fix, and/or be discharged. If the Board does not order the faculty member discharged or suspended, he shall not suffer any loss of pay.

Renewal of tenure shall occur unless by affirmative action prior to March 1 of the academic year in which tenure is to terminate, the Board shall vote not to renew. Non-renewal of tenure may be for 1) cause;

2) discontinuance of a program or reduction of staff; or 3) inadequacies of performance by the faculty member commensurate with his training and performance and/or the standards of his profession or the college. In the event of non-renewal, prior to January 1 of his last year, the faculty member shall be notified of the possibility of non-renewal and an informal conference held as set forth above. Upon official notification of non-renewal of tenure, the faculty member may avail himself of the rights to a bill of particulars and hearing as set forth above.

The determination of the Board in any tenure hearing shall not be subject to the grievance procedure hereinafter set forth.

ARTICLE XVI

COURT APPEARANCE

A faculty member who is summoned to court to perform jury duty or as a subpoenaed witness in a court action in which he is not a litigant shall be granted leave to attend with pay, but a deduction shall be made from his pay in an amount equal to the compensation he receives for such duty or attendance. A faculty member so summoned shall make every effort to meet his classes and other obligations when his services are not required by court.

ARTICLE XVII

IN-DISTRICT TRAVEL REIMBURSEMENT

Travel expenses incurred for in-district college related business will be reimbursed by the College subject to the following policies:

1. The general purpose for which travel reimbursement is expected shall be approved in advance by the appropriate Division Chairman and Dean of Business Services.
2. The distance traveled for purposes of reimbursement will be computed from the permanent College site or from any other previously approved point of departure.
3. Reimbursement will be computed at the rate of $.15 per mile.

ARTICLE XVIII

OUT-OF-DISTRICT TRAVEL POLICY

College personnel may be granted travel expenses for the following purposes:

1. Professional and educational conferences at which representation is deemed to be in the best interest of the College.
2. Meetings requiring the attendance of a person as a result of his holding an office or participating on a program, such participation having been approved in advance.
3. Professional improvement of the staff or faculty.

Staff travel is administered by the President in accordance with stated purposes subject to the following conditions:

1. Funds previously approved by the Board of Trustees are available in the appropriate budget for such travel.
2. Prior approval, including type of transportation, housing accommodations and an estimate of the cost of meals and other miscellaneous expenses, has been granted for the reimbursement of such travel.
3. Provisions have been made to cover the professional responsibilities of the faculty member.

ARTICLE XIX

CREDIT FIELD TRIPS

The following policies regarding credit field trips apply:

1. Instructors shall be paid at the normal summer school rate.

2. Field trip instructors shall be reimbursed for travel expenses pursuant to Article XX.

ARTICLE XX

PROCEDURES FOR APPROVAL OF TRAVEL EXPENSES

A travel request form must be presented at least two weeks in advance of the date of the proposed trip.

The completed request form must be approved by:

1. The division head who will attest to the educational desirability of the request and insure that the requested leave is in the best interest of the division.
2. The Dean of Business Services who will insure that funds are available.

The method of travel will be determined by such factors as distance, available transportation, time, cost and convenience.

Normally, total expenditures per each full day for lodging and meals, excluding gratuities, should not exceed $25.00. Food allowance for partial days will be as follows: Breakfast - $2.00; Lunch - $2.50; Dinner - $4.50. Expenses exceeding these amounts must be justified.

Hotel or motel expenditures, transportation tickets, conference registration fees, and other major items shall be receipted.

Personnel may obtain advances for estimated necessary travel expenses, but the amount advanced will not exceed 90% of the estimate. Amounts less than $15.00 will not be advanced.

The travel expense voucher must be submitted no later than one week after return from trip.

Travel by personal automobile will be reimbursed at the rate of 15 cents per mile.

ARTICLE XXI

PAYROLL

A. Full-time faculty members shall have a choice of receiving their paychecks in 20 or 26 installments. The choice of payroll plans shall be made on or before August 25 of that teaching year and once decided upon shall not be changed without the Dean of Business Service's approval.

B. Summer session instructors shall receive their summer salary by separate checks according to summer pay policies.

C. Provision shall be made with the Dean of Business Services for payroll deductions subject to the policies established by the Board.

ARTICLE XXII

SUMMER SESSION - TEACHING PAY

Pay for the eight-week summer session shall be at the rate of .027 of the annual salary for the preceding year per equated contact semester hour taught.

ARTICLE XXIII

SALARY SCHEDULE
1972-1973

STEP	INDEX	A 1.00	B 1.06	C 1.135	D 1.20	E 1.25	F 1.30
1	1.00	9,300	9,858	10,555	11,160	11,625	12,090
2	1.05	9,765	10,350	11,083	11,718	12 206	12,695
3	1.10	10,230	10,843	11,611	12,276	12,788	13,299
4	1.15	10,695	11,336	12,138	12,834	13,369	13,904
5	1.20	11,160	11,829	12,666	13,392	13,950	14,508
6	1.25	11,625	12,322	13,194	13,950	14,531	15,113
7	1.30	12,090	12,815	13,722	14,508	15,113	15,717
8	1.35	12,555	13,308	14,249	15,066	15,694	16,322
9	1.40	13,020	13,801	14,777	15,624	16,275	16,926
10	1.45	13,485	14,294	15,305	16,182	16,856	17,531
11	1.475	13,718	14,540	15,569	16,461	17,147	17,833

COLUMN DEFINITIONS:

The salary schedule consists of six columns defined as follows:

Column A:[1] (a) Master's Degree in subject area or (b) Bachelor's Degree and at least three (3) years of approved experience in a related technical field.

Column B: (a) Forty-five (45) semester hours of approved graduate credit (including a Master's Degree) of which at least one-half are in the subject area or (b) a Bachelor's Degree and at least three (3) years of approved experience in a related technical field and twenty-two (22) semester hours of approved credit directly related to the subject area or the instructional function.[2]

Column C: (a) Sixty (60) semester hours of approved graduate credit (including a Master's Degree) of which at least one-half are in the subject area or (b) a Bachelor's Degree and at least three (3) years of approved experience in a related technical field and forty-five (45) semester hours of approved credit (including a Master's Degree) of which at least three-fourths are directly related to the subject area or the instructional function.[2]

Column D: (a) Seventy-five (75) semester hours of approved graduate credit (including a Master's Degree) of which at least one-half are in the subject area or (b) a Bachelor's Degree and at least three (3) years of approved ex-

perience in a related technical field and sixty-seven (67) semester hours of approved credit (including a Master's Degree) of which at least sixty per cent (60%) is directly related to the subject area or the instructional function. (2)

Column E: Ninety (90) semester hours of approved graduate credit (including a Master's Degree) of which forty (40) hours are in the subject area.

Column F: Earned Doctorate in the subject field or an earned Doctorate with a minimum of forty (40) hours in the subject field.

(1) Policy 360 - Special Teachers

Teachers in fields where experience and performance may be legitimately substituted for academic training may be employed at a rate commensurate with their pay in business and industry. Annual increments for an instructor in this classification may not exceed .05 of the salary schedule base (Column A., Step 1) and may never exceed the top salary he could command in industry.

(2) Applies to instructors in those career fields for which it is deemed necessary by the College that the instructor have had practical work experience. Said instructor will be assigned at least fifty per cent (50%) of his teaching load in courses designated with the following prefixes:

ARC, CIV, ELC, ELT, MCD, LAE, FPT, DPR, DEA, NUR, MLT, AUT, RAD, and MRT.

ARTICLE XXIII. (Cont'd)

The approved experience must be directly related to the teaching assignment. At any time that the instructor's assignment falls below the specified 50%, his salary schedule placement will be reviewed for the following year's contract.

ADVANCEMENT ON THE SALARY SCHEULE

A. Advancement on the salary schedule is upon recommendation of the President of the College

B. Advancement is based upon demonstration of successful teaching and performance of duties. Normally, faculty will be recommended annually for advancement in salary by one step in the appropriate salary column, but such advancement shall not occur as a matter of right.

C. A sum of $10,000 shall be set aside for distribution to individual faculty members whose services shall be deemed meritorious through a system utilizing 1) student evaluations, 2) administrative evaluations, and 3) peer review. The details of this shall be worked out prior to October 1, 1972 by a faculty-administrative committee and approved by the Board. These awards shall be available to those individuals who have completed at least one full year of employment at the College prior to August 21, 1972. The awards shall be made in two installments, one on December 22, 1972 and the second on May 18, 1973.

D. Similarly, less than satisfactory performance may result in withholding a recommendation for advancement.

E. On the basis of supporting evidence (an official transcript), an employee shall be re-classified annually prior to the beginning of the fall semester by movement to the appropriate column for which he becomes qualified. Such evidence shall be filed on or before September 30.

ARTICLE XXIV

OFFICE HOURS

Faculty members shall be required to keep ten (10) office hours per week. An office hour is defined as a period in which the faculty member is either physically present in his office and available to students for consultation, or a period in which the faculty member is present on campus somewhere other than his office, but has left written notice outside his office as to where any student wishing to can reach him. Faculty members will keep at least one (1) office hour per school day, but this requirement may be waived upon the recommendation of the Division Chairman and the Dean of Instruction in the case of a faculty member whose teaching schedule does not require that he be present on the campus 5 days per week. Faculty members shall post a schedule of their office hours at the beginning of each semester.

ARTICLE XXV

FACULTY MEMBERSHIP ON COMMISSIONS

Faculty members of college commissions shall be appointed by the President of the Faculty Association.

ARTICLE XXVI

PROFESSIONAL GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Any claim by the Association or a faculty member that there has been a violation, misinterpretation, or misapplication of the terms of this agreement shall be a grievance.

2. All time limits consist of faculty employment days, except that when a grievance is submitted less than ten (10) days before the close of the current academic year, time limits shall consist of all weekdays in order that the matters may be resolved before the close of the academic year or as soon thereafter as possible.

3. At least one Association representative may be present at any meeting, hearing, appeal or other proceedings relating to a grievance which has been formally presented. Nothing contained herein shall be construed as limiting the right of any faculty member having a grievance to discuss the matter informally with his supervisor and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement.

B. The parties hereto acknowledge that it is usually most desirable for a faculty member and his immediately involved supervisor to resolve problems through free and informal communications. When requested by the faculty member, an Association representative may accompany the faculty member to assist in the informal resolution of the grievance. If, however, such informal processes fail to satisfy the faculty member

or the Association, a grievance may be processed as follows:

1. The faculty member or the Association may present the grievance in writing to the supervisor immediately involved who will arrange for a meeting to take place within four (4) days after receipt of the grievance. The Association's representative, the aggrieved faculty member, and the immediately involved supervisor shall be present for the meeting. The supervisor shall provide a written answer of the grievance to the aggrieved faculty member and the Association with a written answer to the grievance within four (4) days after the meeting. This answer shall include the reasons for the decision. The submission of the grievance at this step shall be within ten (10) days of the occurrence of the event giving rise to the grievance.

2. If the grievance is not resolved at step #1, then the faculty member or the Association shall refer the grievance to the president or his official designee within six (6) days after receipt of the step #1 answer or within eight (8) days after the step #1 meeting, whichever is the later. The president shall arrange for a meeting with the faculty member and the Association's grievance committee to take place within five (5) days of the receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the president shall have four (4) days in which to provide this written decision with reasons to the Association.

3. If the Association is not satisfied with the disposition of the grievance at step #2 or the time limits expire without the issurance of the president's written reply, the Association may submit the grievance to final and binding arbitration utilizing the procedures of the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within fifteen (15) days of the date for the Board's step #2, then the grievance shall be deemed withdrawn.

   a. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.

   b. The arbitrator shall have no power to alter the terms of this agreement.

   c. The arbitrator is empowered to include in any award such financial reimbursements or other remedies as he judges to be proper.

   d. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the parties.

   e. If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the parties.

C. If the Association and the president agree, step #1 of the grievance procedure may be bypassed and the grievance brought directly to step #2.

D. Class grievances and grievances involving an administrator above the division level may be initially filed by the Association at step #2.

E. The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any formal level, and no faculty member shall be required to discuss any grievance if the Association's representative is not present.

F. The Board and the administration shall cooperate with the Association in its investigation of any grievance.

G. No reprisals of any kind shall be taken by the Board or the administration against a faculty member because of his participation in this grievance procedure.

H. Should the processing of any grievance require that a faculty member or an Association representative be released from his regular assignment, he shall be released without loss of pay or benefits.

I. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

J. A grievance may be withdrawn at any level without establishing a precedent.

ARTICLE XXVII

OVERLOAD PAY

Full-time faculty members who teach more than thirty-two (32) equated contact hours during the academic year shall be compensated for that assignment which causes them to exceed the thirty-two (32) equated contact hours in accordance with the part-time faculty rate. Acceptance of overload assignments shall be voluntary and shall be described in a written memorandum concurred in by the faculty member, his division chairman, and the Dean of Instruction.

ARTICLE XXVIII

SUPPLEMENTAL BENEFITS - INSURANCE

A. Life Insurance - The Board shall provide, at no expense to the professional staff, a group term life insurance policy for each member equal to their academic year salary (not to include any extra service or summer school renumeration) rounded to the nearest thousand dollars, plus a rider adding an equal amount of coverage for accidental death and dismemberment.

B. Health Insurance - The Board shall provide, at no expense to the professional staff, a group medical/surgical insurance policy and a supplemental major medical insurance policy.

C. Income Protection Insurance - The Board shall provide, at no expense to the professional staff, a group income protection insurance contract which shall pay each member 60% of basic monthly earnings (not to include any extra service or summer school remuneration under separate contract) to a maximum of $1,000 per month if the member becomes fully disabled (as defined by the insurance contract) due to any accident or injury (as stipulated by the insurance contract.) Such payment shall begin after a waiting period of 120 calendar days and shall continue until the faculty member reaches age 65 (as defined by the insurance contract.)

D. The Board shall develop jointly, with a committee representing the professional staff, specifications for all of the aforementioned

insurance coverages, but the responsibility for receiving bids for such coverage and for purchasing such coverage shall rest with the Board. The Board shall review all insurance claim experience with the faculty to determine (a) if the company has fulfilled its contract, (b) if the service has been satisfactory and (c) if there are some omissions in the specifications.

ARTICLE XXIX

ESTABLISH RELEASED TIME OR STIPENDS FOR 1972-73

Stipends for activities shall be as follows:

Cross Country	$750
Golf	$750
Basketball	$1,450
Wrestling	$1,300
Baseball	$1,000
Tennis	$750
Track	$750
Cheerleading	$375
Drama	
Director	$600 per play
Tech-Director	$300 per play

Since the duties involved in carrying out the following responsibilities cannot generally be determined or set aside during a particular time of the day, the following released time schedules are authorized:

Intramurals	1/5 Fall and Winter
Newspaper	1/5 Fall and Winter
Athletics	2/5 Fall and Winter

ARTICLE XXX

EFFECT OF AGREEMENT CLAUSE

A. The terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written amendment.

B. The terms and conditions of this agreement shall be reflected in the individual contracts or employment agreements of faculty members.

C. Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this agreement to the extent it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the agreement if not affected by the deleted article, section or clause.

ARTICLE XXXI

DURATION

A. This agreement shall become effective on

and shall continue in effect until August 10, 1973.

B. This agreement is signed this day of 1972.

IN WITNESS THEREOF:

For the College of Lake County Faculty Association	For the College of Lake County Board of Trustees, District No. 532
President	Chairman
Secretary	Secretary